

## City of Glendale Arts & Culture Commission

### **BEYOND THE BOX: A Utility Box Mural Program CALL FOR SUBMISSIONS**

The City of Glendale Arts and Culture Commission has designed a program to support public art programs and to enhance the community and neighborhoods through the use of murals. The project, Beyond the Box, would enhance the aesthetics of the city, promote civic pride, increase pedestrian traffic and extend public art to new areas and unexpected places while creating an attractive environment and allowing art to be introduced to the public in a creative and inventive way. The program goal is to bring beauty to unexpected places such as public infrastructure and utility boxes.

This Call For Submissions is for a Beyond The Box utility box mural event that will take place on April 7 – 9, 2017, with selected utility boxes located:

- Along Glendale Avenue between Monterey Road and Broadway
- Along Broadway between Chevy Chase Drive and Louise Street

The Glendale Arts & Culture Commission would like to encourage artists and community members to create murals in the City to beautify the streetscape. Artists are not required, but highly encouraged to incorporate volunteers into the mural process. Artists may create a template or outline to help volunteers paint the mural, or propose another concept for involving volunteers in the mural process.

Artists may begin painting utility boxes on Friday, April 7, 2017. Painting and application of the final protective coating must be completed by Sunday, April 9, 2017.

#### **Application Guidelines & Deadline**

To apply, please complete the attached application and return by Tuesday, March 7, 2017. The electronic application can be downloaded, filled out and returned by email. In addition to the application, please provide a brief letter of interest/introduction, no more than one page in length, that describes the artist's interest in the project.

The application and supplemental information must be submitted by the Tuesday, March 7, 2017, via email to: [ivmartinez@glendaleca.gov](mailto:ivmartinez@glendaleca.gov). Please include **Beyond The Box Submission** in the email subject line. Artists may also submit the application and supplemental information by mail (postmarked Tuesday, March 7, 2017) or hand delivery by 5:00 p.m., Tuesday, March 7, 2017, to:

Ivonne Martinez  
Beyond The Box Submissions  
Library, Arts & Culture Department  
222 East Harvard Street  
Glendale CA 91205

### **Artist Stipend**

The Arts and Culture Commission will fund \$750.00 per utility box, inclusive of all artist's fees, paints and materials. The Commission anticipates selecting artwork for up to thirteen utility boxes.

### **Eligibility**

This project is open to all local and regional artists. The Commission encourages applications from both new and established artists. Glendale applicants may be given preference if all else is equal. Artists may apply as an individual artist or as a group. For group submissions, a signed Release of Liability and Indemnity Agreement for each participating artist must be included in addition to the application form and design template. Group submissions may be for a single utility box or multiple utility boxes. No more than three submissions per individual or group.

### **Selection Process & Criteria**

Submissions will be reviewed by a selection committee consisting of Arts & Culture Commissioners, community members and City of Glendale representatives. Once the artwork is selected, the committee will send a notification by email and formal letter and the artist(s) will be assigned the City utility box(es).

Criteria used to select artists will be:

- Evaluation of artistic excellence including quality of the art and artist originality;
- Creative and innovative concepts; and
- Appropriate regard for the nature of the space and the audience.

Selected artists will be notified 2-3 weeks after submission deadline.

### **Mural Specifications**

The Utility Box Mural Program is designed to encourage community pride and beautify neighborhoods. Murals will be installed in a public place and must be suitable for viewing by all ages.

The following guidelines should be followed:

- The artwork that is included on the application must resemble the art that will be painted on the box.
- Because the size of the box may vary slightly, be prepared to adjust your artwork to the size of the box.
- The City of Glendale, or its contractors, must have access to the components in the box at all times.
- Some boxes may have locks and control panels that will have to remain free of any art image.
- Artists may want to block off the box to keep the public from brushing against wet paint, but care should be given to leave at least five (5) feet of the sidewalk open for pedestrians and compliance with ADA requirements.
- When washing or painting the box, it should be done in a manner that no moisture gets inside the box through any vents. There are sensitive electronic components in the box.
- The vents should not be covered so as not to restrict airflow from the cabinet. Ventilation keeps the box from overheating.
- Door hinges should be painted so as to not lock the door in place.
- The levers/handles/keyholes on the boxes should not have any coating over them.
- Artwork using a majority of dark colors **cannot** be considered due to the potential for overheating of the utility boxes.

### **Ineligible Entries**

A Proposal will be ineligible, for any one or more of the following reasons, if the mural:

- Contains:
  - A copyrighted or trademarked image or logo;
  - A brand or business name;

- A website or social media link;
- Address or phone number;
- Is plagiarized, stolen, or copied from another source;
- Defames or invades the rights of any person, living or dead;
- Is likely to:
  - Incite or produce an imminent lawless act;
  - Disrupt the orderly operation of the facility exhibiting the art;
- Is integral to criminal conduct or violates the law; or
- May reasonably be construed as:
  - False or fraudulent;
  - Obscene matter, as defined in California Penal Code Section 311 or any successor legislation;
  - Harmful matter for minors as defined in California Penal Code Section 313 or any successor legislation; or
  - Child pornography, as defined in 18 U.S.C. Section 2256, or California Penal Code Section 311.1(a) or 311.2(b), or any successor legislation.

**Important: Artwork not adhering to these guidelines will not be considered.**

### **Painting & Materials**

Artists are responsible for prepping and painting the utility box. This may include several sequential applications of paint to complete the project (1. sand 2. prime 3. paint with acrylics 4. finishing with anti-graffiti clear coat). Artists are responsible for cleanup of their area and safe disposal of all paint materials.

Artists may only use acrylic paint: Golden or Liquitex high viscosity paint, lightfastness 1, with low sheen, eggshell or satin finish. Artists are responsible for applying a coat on top of the mural of Liquitex Soluvar. This is not permanent varnish, but is weather and UV resistant and will enable better graffiti clean off if needed.

Below is a comprehensive checklist of highly recommended supplies for the best painting outcome and your personal comfort. This may not be a complete list as all artists work differently:

- Approved Utility Box Art signage to identify the artist while working
- Paint Stool or chair for comfort
- Bucket to hold water for paint brushes
- Paint brushes
- Painters tape, masking tape
- Drop cloth or plastic sheeting, newspaper for protecting surrounded area
- Biodegradable cleanser
- Rags and/or paper towels
- Shade/umbrella

### **Prepping Utility Box:**

The boxes will be cleaned and one coat of metal primer will be applied onto the boxes before April 7, 2017. Artists will need to apply a colored base coat.

Please be ADVISED:

- Do not paint over/obliterate any identification numbers/codes on the box, if any. Paint around them.
- Do not paint over keyholes or paint keyhole covers so that they cannot be opened.
- Do not obstruct vents.
- Do not use airbrush or spray equipment for the mural.
- Do not paint over the electrical box on the side of the box.

**Insurance & Indemnification**

Selected artists are required to comply with the City's insurance and liability requirements. Also, selected artists must sign a Release of Liability and Indemnity Agreement.

**Location Information**

Artists and artist groups may request a specific or series of box location(s) on the application but are not guaranteed a specified location.

**Installation**

Artists may begin painting utility boxes on Friday, April 7, 2017. Painting and application of the final protective coating must be completed by Sunday, April 9, 2017.

**Attribution**

When the City uses the artist's images or the artwork for promoting arts programming, the City will endeavor to identify the artist and give credit to the artist, whenever possible, but the City will not be liable to the artist for an error in or omission of the artist's identification or the artist's credit for the artwork.

**Repair and Removal**

Artist will be contacted if graffiti is discovered to discuss options for graffiti removal. The City cannot be held responsible for damage caused by graffiti removal.

The City may remove a mural from a utility box, at any time, for any one or more of the following reasons:

- The City determines that the mural falls under any one or more of the reasons listed under "Ineligible Entries";
- The mural or any part of it:
  - Endangers public safety or poses a public safety hazard;
  - Possesses a demonstrated fault in workmanship;
  - Requires excessive or unreasonable maintenance;
  - Is damaged irreparably (including vandalism or graffiti), or to an extent that restoration is unreasonable or impractical;
- The Utility box owner requests removal; or
- The utility box is damaged or needs maintenance, repair, modification, or replacement.

**Contact**

For more information, please contact Ivonne Martinez, Library, Arts & Culture Department, at [ivmartinez@glendaleca.gov](mailto:ivmartinez@glendaleca.gov) or 818-548-2030

**Exhibits**

Utility Box Mural Application, Artist Agreement, and Consent, License, and Liability Release Agreement



## BEYOND THE BOX PROGRAM APPLICATION

Thank you for your interest in the City of Glendale Beyond the Box (Utility Box Mural) Program. Please print clearly in English. Submit this completed form along with an artist statement of up to one-page, a color rendering of the proposed art design, and a signed Release of Liability and Indemnity Agreement. For group submissions, a signed Release of Liability and Indemnity Agreement for each participating artist must be included in addition to the application form and design template. If the artist is less than 18 years of age, a parent or legal guardian must authorize their participation.

### Artist Information

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Name

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Address

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Phone#

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Email

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Website

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Have you participated in a community mural program?    Yes                      No

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If yes, please provide the project information, including images of the artwork, program information, and City (you may include as part of the artist statement).

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Specific box locations may be requested, but are not guaranteed. The box location/number is

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### Artwork Description

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Title of Submission:

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Design Description:

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Will you integrate volunteers into the production of your mural?

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Please submit additional information on any installation considerations.

### Design Template

Below is a template of a typical utility box showing four sides and the top Use it to sketch the images as it would be printed. Unique colors and bold graphics work well, along with the bright images that can be seen from a distance.

Actual utility boxes vary in size, shape and have various vents, seams, doors, and handles. Be prepared to adjust art work to fit a unique utility box.

The Selection Committee will use this submittal along with the application to select the winning artists.

TOP			

SIDE

FRONT

SIDE

BACK

Artist Name: \_\_\_\_\_

## **ARTIST'S AGREEMENT BEYOND THE BOX (UTILITY BOX MURAL PROGRAM)**

By submitting the Application form to the City of Glendale ("City") for the Beyond the Box Utility Box Mural Art Program ("Program"), and by painting a mural on a utility box,  
\_\_\_\_\_("Applicant") agrees to the following terms and conditions in this Agreement:

### **Ineligible Artwork & Removal:**

Applicant acknowledges that:

- Applicant's failing to follow the guidelines, or Applicant's falsifying information on the Application form, will result in immediate disqualification.
- City has the right to:
  - Deem the artwork ineligible, at any time, even after Applicant has painted it on a utility box.
  - Remove the artwork, at any time, for any one or more of the "Removal" reasons stated in the Program Guidelines.

### **Original Artwork:**

Applicant represents that the artwork, whether created by Applicant alone or in collaboration with others, is wholly original art and does not infringe upon or violate any patent, copyright, trademark, trade name, or other proprietary right of any person, organization, or entity.

### **Assignment of Copyright:**

Applicant assigns to City all rights, title, and interest, including copyright, in and to the artwork.

### **Artist's Moral Rights and Waiver:**

Applicant hereby acknowledges that Applicant is familiar with all rights under the Visual Artists Rights Act of 1990 (17 U.S.C. Sections 106A and 113(d)), the California Art Preservation Act (California Civil Code Sections 987 and 989) (collectively, "Acts") and any other local, state, foreign or international law (collectively, "Moral Rights Laws") that *protect against the alteration of a work of art ("artist's right of integrity") and protect the artist's getting credit for a work or art ("artist's right to attribution")*. The Acts and Moral Rights Laws require that a person who intends to waive ("give up") these provisions must do so expressly in writing by signing a "Waiver."

Applicant represents that Applicant knows about and understands the Acts' and Moral Rights Laws' provisions. By signing this Agreement, Applicant hereby waives all rights and benefits that Applicant has, or may have, under the Acts' and Moral Rights Laws' provisions.

### **Authorization for City's Use of Artwork:**

Applicant irrevocably grants City, its officers, agents, and employees ("City and its representatives") the unconditional right and permission to use, reproduce, copy, sell, exhibit, publish, or distribute, in whole or in part, in any medium now or later developed, photographs and other two- or three-dimensional reproductions of the artwork for informational, educational, promotional, public relations, advertising, tourism, art, commercial, or non-commercial purposes— without charge to City and without payment to Applicant of any compensation, fee, royalty, or damages (now or later).

### **Release of Claims:**

In exchange for City's permitting Applicant to participate in the utility box mural program, Applicant (a) releases, discharges, and holds harmless, (b) will not make a claim against or sue, and (c) waives a right of recovery against City and its representatives for any one or more of the following circumstances, events, or occurrences arising out of the Applicant's participating in the utility box mural program:



- Bodily injury or personal injury (i.e., libel, slander, defamation of character) to the Applicant;
- City's use of Applicant's artwork— including, but not limited to, any and all claims or lawsuits for invasion of privacy, defamation, or infringement of copyright; or
- Damage or vandalism to, or loss of, Applicant's artwork, however caused.

**Indemnification:**

Applicant indemnifies, defends, and holds harmless City and its representatives from and against all claims, demands, lawsuits, causes of action, proceedings, losses, damages, costs, fees, and expenses arising out of:

- An act, error, or omission of Applicant from Applicant's painting a utility box; or
- The artwork's infringement on a patent, copyright, trademark, trade name, or other proprietary right of a third party.

**Successors and Assigns:**

This Agreement is binding upon Applicant's heirs, successors, licensees, agents and assigns, and is governed by California's laws.

**Interpretation and Invalidity:**

This Agreement (a) represents the entire and integrated agreement between City and Applicant, and (b) replaces all other negotiations, understandings, promises, and agreements, either oral or written. California's laws govern this Agreement's construction and interpretation. The invalidity, in whole or in part, of any term of this Agreement will not affect the remaining terms' validity. All headings or captions in this Agreement are for convenience and reference only.

**Authority to Perform Agreement:**

Applicant represents that Applicant (a) has read this Agreement and fully understands its contents, and (b) has the full power to:

- Enter into and perform this Agreement; and
- Make the grant of rights stated in this Agreement.

**APPLICANT'S SIGNATURE:**

\_\_\_\_\_ *By my signature below, I certify that I am eighteen (18) years of age or older.*

\_\_\_\_\_ *I am under the age of eighteen (18) years. My parent/guardian has read this form with me and has signed it below.*

\_\_\_\_\_  
*Dated*

\_\_\_\_\_  
*Participant's Signature*

\_\_\_\_\_  
*Home Address*

\_\_\_\_\_  
*City, State, Zip Code*

\_\_\_\_\_  
*Home Telephone Number*

**PARENT'S OR GUARDIAN'S SIGNATURE:**

\_\_\_\_\_  
*Dated*

\_\_\_\_\_  
*Signature of Parent or Guardian*

\_\_\_\_\_  
*Home Address*

\_\_\_\_\_  
*City, State, Zip Code*

\_\_\_\_\_  
*Home Telephone Number*

\_\_\_\_\_  
*Business Telephone Number*

CITY OF GLENDALE  
LIBRARY, ARTS & CULTURE

PARTICIPANT'S:

**CONSENT, LICENSE, AND LIABILITY RELEASE AGREEMENT**  
**TO USE MY IMAGE, VOICE, NAME, AND/OR LIKENESS**

The City of Glendale ("City") would like to use your image, voice, and/or name to share your story or experience— as it relates to your involvement in the utility box mural art program— in publications, presentations, media stories, web sites, and social media.

I, \_\_\_\_\_, understand that City may take photographs, videotape, other images, and/or voice recordings of me and/or my likeness while I participate in the utility box mural art program and I hereby consent to City's doing so. I hereby grant City, its officers, agents, employees and any person, entity, or organization acting under City's permission and authority, and City's licensees, successors, and assigns (collectively, "City and its representatives") the unconditional right and permission to use, reproduce, distribute, publish, or otherwise display my image, voice, name, and/or likeness ("Personal Information"), in whole or in part by incorporating the Personal Information into one or more publications, photographs, motion picture films, audio/video tapes, slides, and other media, whether for commercial or non-commercial purposes ("Works").

***I understand and agree*** that at City's and its representatives' sole discretion, City and its representatives may use the Personal Information— with or without my name, with a fictitious name, and/or with fictitious or accurate biographical material— alone or with any other material of any kind or nature, except that City and its representatives will not use the Personal Information for any criminal or illegal purpose or in a manner inconsistent with community standards of decency.

***I understand and agree*** that City and its representatives are, and will be, the exclusive owner of all right, title, and interest— including copyright— in the Personal Information. I freely and voluntarily waive (give up) a right and/or claim to inspect or approve the Works and the eventual use to which City and its representatives may apply the Personal Information. I also freely and voluntarily waive any compensation, fee, royalty, or damages— now or later— owed to me for City's and its representatives' use, publication, display, exhibition, distribution, broadcast, performance, exploitation, adaptation, duplication, or reproduction of the Works containing the Personal Information.

***I understand and acknowledge*** that after I sign this Agreement, I and my successors, heirs, distributees, guardians, legal representatives, and assigns are bound by— and cannot revoke— this Agreement, which continues indefinitely and uninterruptedly.

***I HEREBY AGREE*** that I, my heirs, distributees, guardians, legal representatives, and assigns ***WILL NOT MAKE A CLAIM AGAINST, SUE, OR PROSECUTE*** City and its representatives for injury or damage to my person, property, and/or reputation arising out of City's and its representatives' use of the Works and/or Personal Information, and/or arising out of a breach of any representation or promise contained in this Agreement.

In addition, ***I HEREBY RELEASE, DISCHARGE, AND AGREE TO "INDEMNIFY" (TO COMPENSATE AND TO DEFEND)*** City and its representatives from and against ***ALL ACTIONS, CLAIMS, OR DEMANDS*** that I, my heirs, distributees, guardians, legal representatives, or assigns now have, or may later have from today, for injury or damage to my person, property, and/or reputation.

***I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONSENT, LICENSE, AND LIABILITY RELEASE AGREEMENT TO USE MY IMAGE, VOICE, NAME, AND/OR LIKENESS. I SIGN THIS AGREEMENT OF MY OWN FREE WILL.***

\_\_\_\_\_ *By my signature below, I certify that I am eighteen (18) years of age or older.*

\_\_\_\_\_ *I am under the age of eighteen (18) years. My parent/guardian has read this form with me and has completed the "Parent's/Guardian's Consent, License and Liability Release Agreement" on the reverse side.*

\_\_\_\_\_  
*Dated*

\_\_\_\_\_  
*Participant's Signature*

\_\_\_\_\_  
*Home Address*

\_\_\_\_\_  
*City, State, Zip Code*

\_\_\_\_\_  
*Home Telephone Number*

CITY OF GLENDALE  
LIBRARY, ARTS & CULTURE

PARENT'S:

**CONSENT, LICENSE, AND LIABILITY RELEASE AGREEMENT**  
**TO USE MY CHILD'S IMAGE, VOICE, NAME, AND/OR LIKENESS**

The City of Glendale ("City") would like to use your child's image, voice, and/or name to share your child's story or experience— as it relates to your child's involvement in the utility box mural art program— in publications, presentations, media stories, web sites, and social media.

I, \_\_\_\_\_, the parent/guardian of \_\_\_\_\_, understand that City may take photographs, videotape, other images, and/or voice recordings of my child and/or my child's likeness while my child participates in the utility box mural art program and I hereby consent to City's doing so. I hereby grant City, its officers, agents, employees and any person, entity, or organization acting under City's permission and authority, and City's licensees, successors, and assigns (collectively, "City and its representatives") the unconditional right and permission to use, reproduce, distribute, publish, or otherwise display my child's image, voice, name, and/or likeness ("Personal Information"), in whole or in part by incorporating the Personal Information into one or more publications, photographs, motion picture films, audio/video tapes, slides, and other media, whether for commercial or non-commercial purposes ("Works").

***I understand and agree*** that at City's and its representatives' sole discretion, City and its representatives may use the Personal Information— with or without my child's name, with a fictitious name, and/or with fictitious or accurate biographical material— alone or with any other material of any kind or nature, except that City and its representatives will not use the Personal Information for any criminal or illegal purpose or in a manner inconsistent with community standards of decency.

***I understand and agree*** that City and its representatives are, and will be, the exclusive owner of all right, title, and interest— including copyright— in the Personal Information. I freely and voluntarily waive (give up) a right and/or claim, for myself and on my child's behalf, to inspect or approve the Works and the eventual use to which City and its representatives may apply the Personal Information. I also freely and voluntarily waive any compensation, fee, royalty, or damages— now or later— owed to me and/or my child for City's and its representatives' use, publication, display, exhibition, distribution, broadcast, performance, exploitation, adaptation, duplication, or reproduction of the Works containing the Personal Information.

***I understand and acknowledge*** that after I sign this Agreement, I, my child, our successors, heirs, distributees, guardians, legal representatives, and assigns are bound by— and cannot revoke— this Agreement, which continues indefinitely and uninterrupted.

***I HEREBY AGREE*** that I, my child, our successors, heirs, distributees, guardians, legal representatives, and assigns ***WILL NOT MAKE A CLAIM AGAINST, SUE, OR PROSECUTE*** City and its representatives for injury or damage to me, my child, my property and my child's property, and/or my reputation and my child's reputation arising out of City's and its representatives' use of the Works and/or Personal Information, and/or arising out of a breach of any representation or promise contained in this Agreement.

In addition, ***I HEREBY RELEASE, DISCHARGE, AND AGREE TO "INDEMNIFY" (TO COMPENSATE AND TO DEFEND)*** City and its representatives from and against ***ALL ACTIONS, CLAIMS, OR DEMANDS*** that I, my child, our heirs, distributees, guardians, legal representatives, or assigns now have, or may later have from today, for injury or damage to me, my child, my property and my child's property, and/or my reputation and my child's reputation.

***I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONSENT, LICENSE, AND LIABILITY RELEASE AGREEMENT TO USE MY CHILD'S IMAGE, VOICE, NAME, AND/OR LIKENESS. I SIGN THIS AGREEMENT OF MY OWN FREE WILL.***

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Home Telephone Number

\_\_\_\_\_  
Business Telephone Number

